
Contract of sale of land

Property address: 7/18 Ridley Street, Albion, Victoria 3020

Vendor: Soukvilay Thammalangsy and Trang Quynh Nguyen

Purchaser:

Prepared by
Deans Legal
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Sunshine West Vic 3020
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Ref: FHD:12790

Property address: 7/18 Ridley Street, Albion, Victoria 3020

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the particulars of sale, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below apply to you.

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their agent to end this contract within this time in accordance with this cooling-off provision.

If you end the contract in this way, you are entitled to a refund of all the money you paid **EXCEPT** for \$100 or 0.2% of the purchase price, whichever is more.

Exceptions

The 3-day cooling-off period does not apply if:

- **You bought the property at or within 3 clear business days before or after a publicly advertised auction; or**
- **The property is used primarily for industrial or commercial purposes; or**
- **The property is more than 20 hectares in size and is used primarily for farming; or**
- **You and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or**
- **You are an estate agent or a corporate body.**

NOTICE TO PURCHASERS OF PROPERTY 'OFF-THE-PLAN'

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT.
YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that prior to signing this contract they have received:

- **A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and**
- **A copy of the full terms of this contract.**

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges that the agent has given them, at the time of signing, a copy of the terms of this contract.

SIGNED BY THE PURCHASER

On ____ / ____ / 20____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within [] clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On ____ / ____ / 20____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

The **DAY OF SALE** is the date by which both parties have signed this contract.

PARTICULARS OF SALE

VENDOR'S AGENT

Name	Bells Real Estate	Phone		Fax	
Address		Email	dean@bellsrealestate.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Soukvilay Thammalangsy and Trang Quynh Nguyenwest	Name	Deans Legal		
		Address	63 Fairbairn Road, Sunshine West Vic 3020 PO Box 2110, Camberwell West 3124		
Address	c/- 63 Fairbairn Rd Sunshine	Contact	Fergus Hamilton Deans		
		Email	fdeans@bigpond.com		
ACN/ABN		Phone	(03) 9311 3355	Fax	(03) 9311 5155

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 10075	Folio 069	7	PS315134X
Volume	Folio		

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:

7/18 Ridley Street, Albion 3020

Goods sold with the land*General condition 2(a)(vi)*

Goods sold with land are:

 Listed in attached schedule.**OR** Listed as follows:

PAYMENT*General condition 11*

Price: \$

Plus GST: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: Value \$750,000 or more*See general condition 15(f) and (g).*

GST*General condition 13* **No**, because: **Yes**, because: Vendor not registered or required to be registered Purchaser entitled to input tax credit Existing residential premises Purchaser **NOT** entitled to input tax credit Not in the course or furtherance of an enterprise Margin scheme applies Going concern Mixed supply Farmland used for farming business or sale of subdivided farmland to an associate

GST withholding*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

Notice required to be given by vendor

 Yes No

Withholding required by purchaser

 Yes No

No withholding for residential premises because:

No withholding for potential residential land because:

 Vendor not registered or required to be registered Vendor not registered or required to be registered The premises are not new The land includes a building used for commercial purposes The premises were created by substantial renovation The purchaser is registered for GST and acquires the property for a creditable purpose

The premises are commercial residential premises

SETTLEMENT

General condition 10

Is due on / /20

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- The above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

- Attached; or
- As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

Yes No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

21 days **OR** 14 days from the contract date (approval period)

Lender:

Loan amount: \$

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

- Building report. Provider:
- Pest report. Provider:

Special conditions

Yes No

1.

2.

3.

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) All domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (ii) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (iii) Domestic building work was carried out in accordance with all laws and legal requirements including, without limiting the generality of this warranty, the Building

Act 1993 and regulations made under the Building Act 1993.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The

delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
- (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
- (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. If the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.

- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (i) Must not exceed 10% of the price; and
 - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
- (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
- (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if 'going concern' is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if 'farmland used for farming business or sale of subdivided farmland to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if 'mixed supply' is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.
- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

- (iv) Purchaser to remit withheld amount
 - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the

purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
- (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
- (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and

(iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

(g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

(a) All periodic outgoings payable by the vendor and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

(b) The periodic outgoings and rent and other income must be apportioned on the following basis:

(i) The vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and

(iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

(iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

(c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.

(d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

(e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings

in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
 - (i) Personally; or

- (ii) By pre-paid post; or

- (iii) By facsimile; or

- (iv) By email.

- (c) Unless proven otherwise, any document sent by:

- (i) Express post is taken to have been served on the next business day after posting;

- (ii) Priority post is taken to have been served on the fourth business day after posting;

- (iii) Regular post is taken to have been served on the sixth business day after posting;

- (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;

- (v) Email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- (b) The vendor carries the risk of loss or damage to the property until settlement and must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- (a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- (b) The default notice must:

- (i) Specify the particulars of the default; and
- (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

- (ii) The vendor is entitled to possession of the property; and
- (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. Resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (iv) The vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Vendor statement

Property address: 7/18 Ridley Street, Albion, Victoria 3020

Vendor: Soukvilay Thammalangsy and Trang Quynh Nguyen

Purchaser:

Prepared by
Deans Legal
63 Fairbairn Road
Sunshine West Vic 3020
PO Box 2110, Camberwell West 3124
Email: fdeans@bigpond.com
Ref: FHD:12790

Vendor statement

The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land: 7/18 Ridley Street, Albion, Victoria 3020

SIGNED BY THE VENDOR

Name: Soukvilay Thammalangsy and Trang Quynh Nguyen

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached.

Further information:

TITLE

(a) Attached are copies of the following documents:

Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE AND SERVICES

(a) **Easements, covenants, or other similar restrictions**

(i) A description of any easement, covenant or other similar restriction affecting the land, whether registered or unregistered:

Attached copies of title document/s.

OR

Full description:

Nil

(ii) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

DUE DILIGENCE CHECKLIST

Consumer Affairs Victoria

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

(b) Services

The following services are **NOT** connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

Yes No *Under section 192A of the Building Act 1993*

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing: To charge:

Other particulars, including dates and times of payments:

OWNERS CORPORATION

(a) Owners corporation certificate

Not required – inactive* 2-lot subdivision.

** An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, conducted an annual general meeting, fixed any fees, and held any insurance.*

Attached.

Required in all other cases, including inactive owners corporation of more than 2 lots in which case the vendor must provide the certificate.

(b) Insurance

Not required – no common property.

Not required – 2-lot subdivision.

Required* – See owners corporation certificate attached.

** Required in all other cases if there is common property.*



**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

VOLUME 10075 FOLIO 069

Security no : 124091989712L
Produced 23/08/2021 10:52 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 315134X.
PARENT TITLE Volume 03419 Folio 636
Created by instrument PS315134X 08/07/1992

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SOUKVILAY THAMMALANGSY
TRANG QUYNH NGUYEN
AM794199P 23/05/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM794200J 23/05/2016
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS315134X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 7 18 RIDLEY STREET ALBION VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS315134X



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 2 of 2

DOCUMENT END

15

15



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS315134X
Number of Pages (excluding this cover sheet)	5
Document Assembled	23/08/2021 10:54

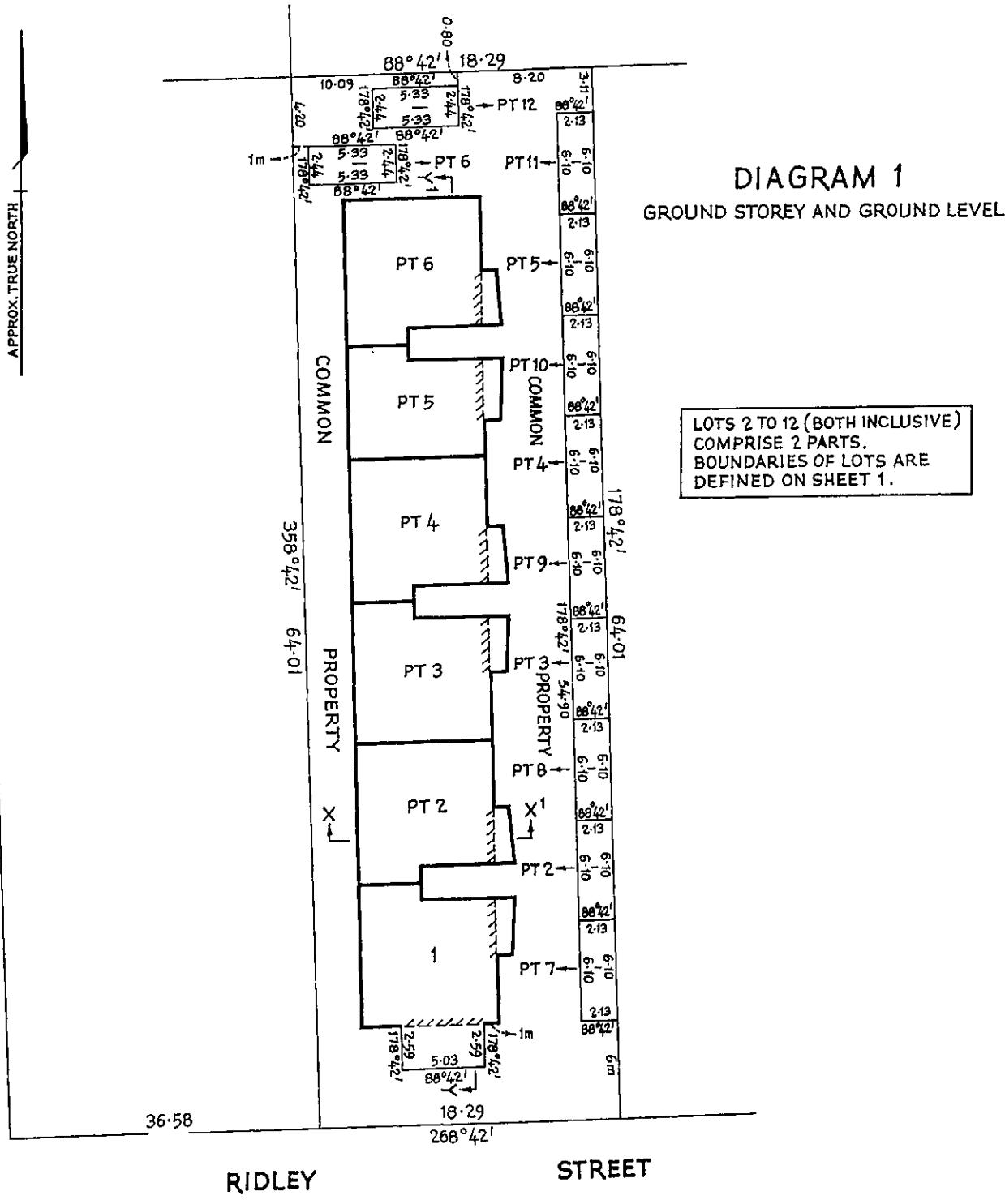
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© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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PLAN OF SUBDIVISION		STAGE NO. /	LTO use only EDITION 2	Plan Number PS 315134X
Location of Land Parish: MARIBYRNONG Township: _____ Section: 9 Crown Allotment: D ¹ (PART) Crown Portion: _____ LTO Base Record: CHART No.19 3061 Title Reference: VOLUME 3419 FOLIO 636 Last Plan Reference: L.P. 4860 LOT 58 Postal Address: 18 RIDLEY STREET (at time of subdivision) SUNSHINE 3020 AMG Co-ordinates E 308 350 Zone: 55 (of approx. centre of land in plan) N 5 815 750		Council Certificate and Endorsement Council Name: CITY OF SUNSHINE Ref: 91/355 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date 7 / 4 / 92 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
NIL				
		Notations		
		Staging This is/ is not a staged subdivision Planning Permit No. _____ Depth Limitation DOES NOT APPLY. THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 12 (BOTH INCLUSIVE). BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS : INTERIOR FACE : ALL BOUNDARIES. Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) _____ In Proclaimed Survey Area No. _____		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
NIL				
				LTO use only Statement of Compliance/Exemption Statement Received <input checked="" type="checkbox"/> Date 12 / 6 / 92
				LTO use only PLAN REGISTERED TIME 11 am DATE 8 / 7 / 92 <i>[Signature]</i> Assistant Registrar of Titles Sheet 1 of 4 Sheets
CLIVE SINGLETON & ASSOCIATES PTY. LTD. A.C.N. 005 435 138 SURVEYORS • ENGINEERS • TOWN PLANNERS 596 NORTH ROAD ORMOND PH(03) 578 0829 FAX(03) 578 1838 61 BULL STREET BENDIGO PH(054) 43 3188 FAX(054) 43 3703 44 WATTON STREET WERRIBEE PH(03) 741 3508 256 BARKER STREET CASTLEMAINE PH(054) 72 1024		LICENSED SURVEYOR (PRINT) Ross David Singleton SIGNATURE..... DATE 10 / 12 / 91 REF 9139 VERSION _____		DATE 7 / 4 / 92 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 315134X
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LOTS 2 TO 12 (BOTH INCLUSIVE)
COMPRISE 2 PARTS.
BOUNDARIES OF LOTS ARE
DEFINED ON SHEET 1.

CLIVE SINGLETON & ASSOCIATES PTY. LTD.
A.C.N. 005 435 138
SURVEYORS • ENGINEERS • TOWN PLANNERS
596 NORTH ROAD ORMOND PH(03) 578 0429 FAX(03) 578 1838
61 BALL STREET BENDIGO PH(054) 43 3188 FAX(054) 43 3703
44 WATTON STREET WERRIBEE PH(03) 741 3508
256 BARKER STREET CASTLEMAINE PH(054) 72 1024

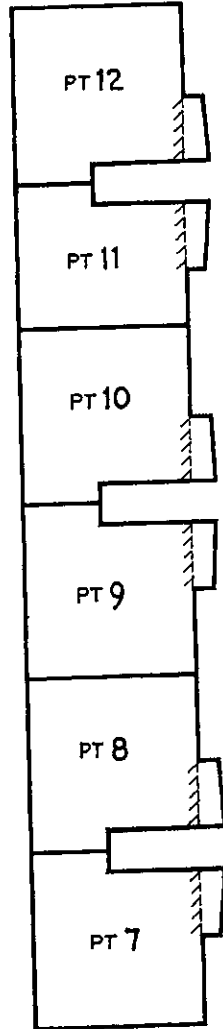
Sheet 2 of 4 sheets
LICENSED SURVEYOR (PRINT) <u>Ross David Singleton</u> SIGNATURE..... DATE <u>10 / 12 / 1991</u> REF 9139 VERSION _____ DATE <u>7 / 4 / 1992</u> COUNCIL DELEGATE SIGNATURE _____ Original sheet size A3

ORIGINAL	SCALE	<p>LENGTHS ARE IN METRES</p>
SCALE 1:250	SHEET SIZE A3	

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 315134X
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LOTS 2 TO 12 (BOTH INCLUSIVE) COMPRISE 2 PARTS.
BOUNDARIES OF LOTS ARE DEFINED ON SHEET 1.

APPROX. TRUE NORTH



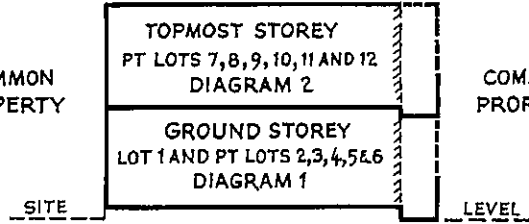
COMMON PROPERTY

COMMON PROPERTY

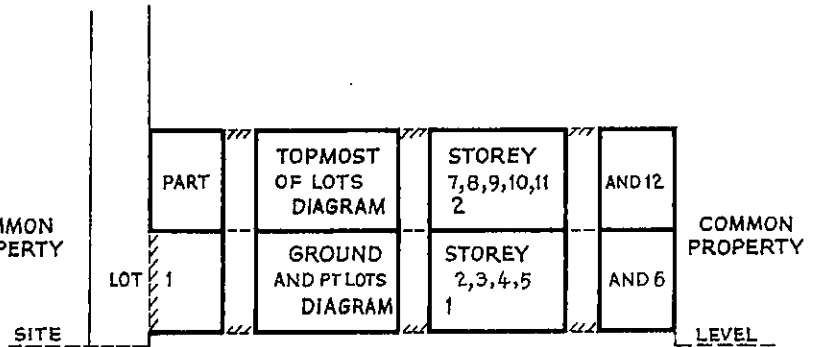
COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY



SECTION X-X¹
NOT TO SCALE



SECTION Y-Y¹
NOT TO SCALE

DIAGAM 2
TOPMOST STOREY

CLIVE SINGLETON & ASSOCIATES PTY. LTD.
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SURVEYORS • ENGINEERS • TOWN PLANNERS
506 NORTH ROAD ORMOND PH(03) 578 0829 FAX(03) 578 1838
61 BULL STREET BENDIGO PH(054) 43 3106 FAX(054) 43 3703
44 WATTON STREET WERRIBEE PH(03) 711 3506
256 BARKER STREET CASTLEMAINE PH(054) 72 1024

Sheet 3 of 4 sheets

ORIGINAL	SCALE
SCALE SHEET SIZE 1:250 A3	 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Ross David Singleton
SIGNATURE..... DATE 10 / 12 / 1991
REF **9139** VERSION

DATE 7 / 4 / 1992
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PS315134X

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

T 9249 4000
W brimbank.vic.gov.au

PO BOX 70
Sunshine, Victoria 3020

Rates and Charges for period 1 July 2021 to 30 June 2022.

Your Reference: 53039948-016-4
Assessment Number: 730598

Certificate Number: 98550
Issue date: 23/08/2021

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 7/18 RIDLEY STREET ALBION 3020

Title: LOT: 7 PT: PT PLN: 315134

Volume No:

Folio No.

Ward: Harvester

Capital Improved Value: \$265,000

Net Annual Value: \$13,250

Site Value: \$72,500

Effective Date: 1/07/2021

Base Date: 01/01/2021

RATES CHARGES AND OTHER MONIES:

Residential Flats/Units Rate	\$534.24
Municipal Charge	\$77.63
140ltr Environmental Charge	\$304.30
Public Amenities Cleansing Levy	\$87.60
Fire Service Levy Residential Charge	\$114.00
Fire Service Levy Residential Rate	\$15.64
Rate Arrears to 30/06/2021:	\$0.00
Interest to 29/06/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$1,133.41
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$1,133.41

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 730598
Certificate Number: 98550



Bill Code: 93948
Reference No: 00000730598
Amount: \$1,133.41

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.
More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council.
This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.
Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'Brendan M.', written over a horizontal line.

AUTHORISED OFFICER



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1225 3752 1120

DATE OF ISSUE - 23/08/2021

APPLICATION NO.

973408

LANDATA COUNTER SERVICES

YOUR REF.

53039948-027-0

SOURCE NO. 99904685210

PROPERTY: 7/18 RIDLEY STREET ALBION VIC 3020

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of six hundred and twenty six dollars and thirty two cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/09/2021	26.39	26.39
PARKS SERVICE CHARGES	80.20	Annually	30/06/2022	80.20	80.20
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/09/2021	51.89	51.89
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/09/2021	55.64	55.64
TOTAL	615.88			214.12	214.12

Service charges owing to 30/06/2021	0.00
Service charges owing for this financial year	214.12
Volumetric charges owing to 17/08/2021.	10.44
Adjustments	0.00
Current amount outstanding	224.56
Plus remainder service charges to be billed	401.76
BALANCE including unbilled service charges	626.32

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1225 3752 1120



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1225 3752 1120

DATE OF ISSUE - 23/08/2021

APPLICATION NO.

973408

Please note the water meter on this property was last read on 17/08/2021.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 17/08/2021 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$0.10 per day
Sewerage Disposal Charge	\$0.03 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 17/08/2021 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1225 3752 1120

DATE OF ISSUE - 23/08/2021

APPLICATION NO.

973408

Information given pursuant to section 158 of the Water Act 1989

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

From www.planning.vic.gov.au at 10 September 2021 09:48 AM

PROPERTY DETAILS

Address: **7/18 RIDLEY STREET ALBION 3020**
 Lot and Plan Number: **Lot 7 PS315134**
 Standard Parcel Identifier (SPI): **7\PS315134**
 Local Government Area (Council): **BRIMBANK**
 Council Property Number: **730598**
 Planning Scheme: **Brimbank**
 Directory Reference: **Melway 26 F12**

www.brimbank.vic.gov.au

[Planning Scheme - Brimbank](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **City West Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **ST ALBANS**

OTHER

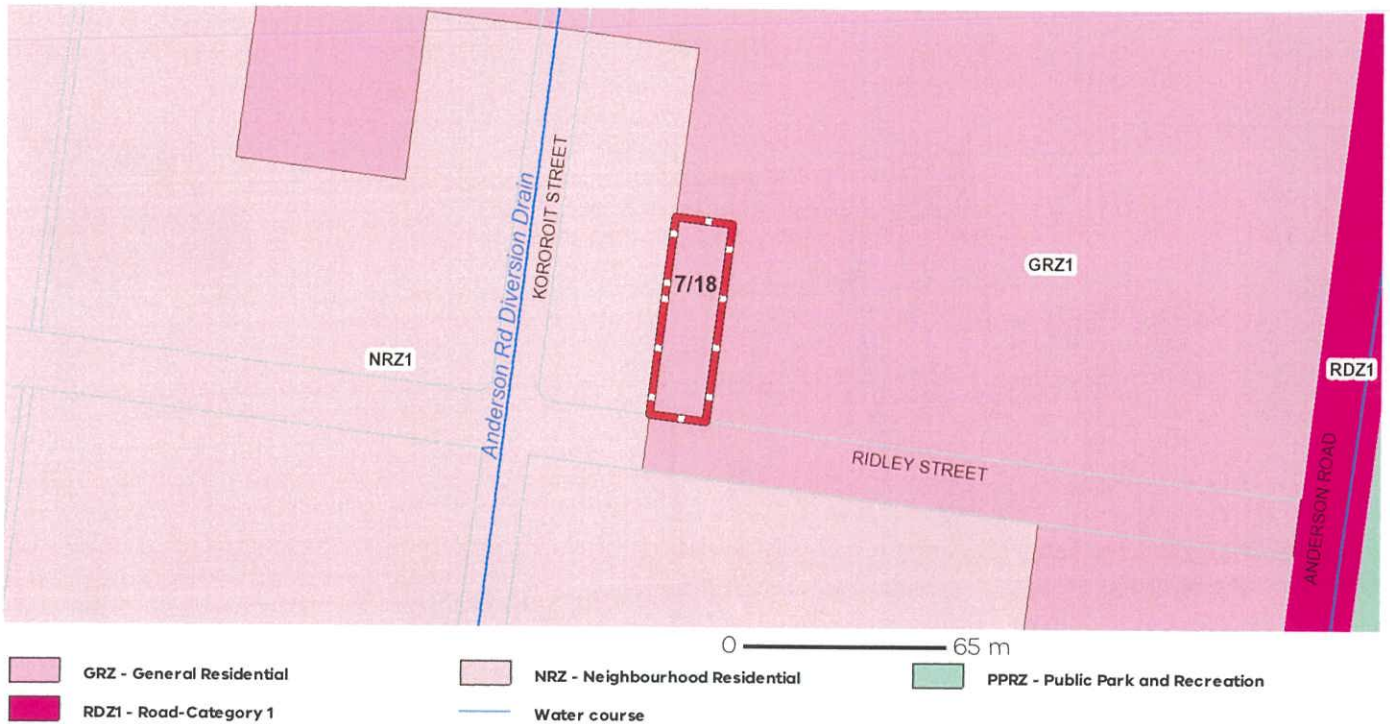
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

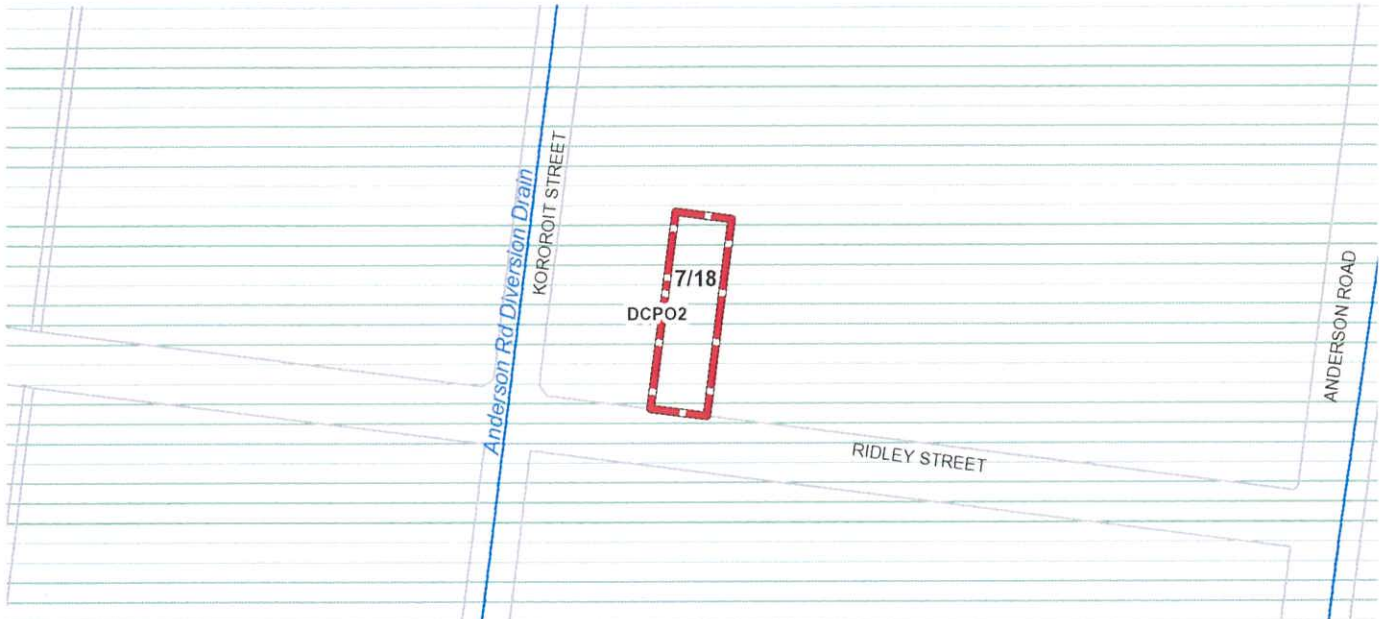
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



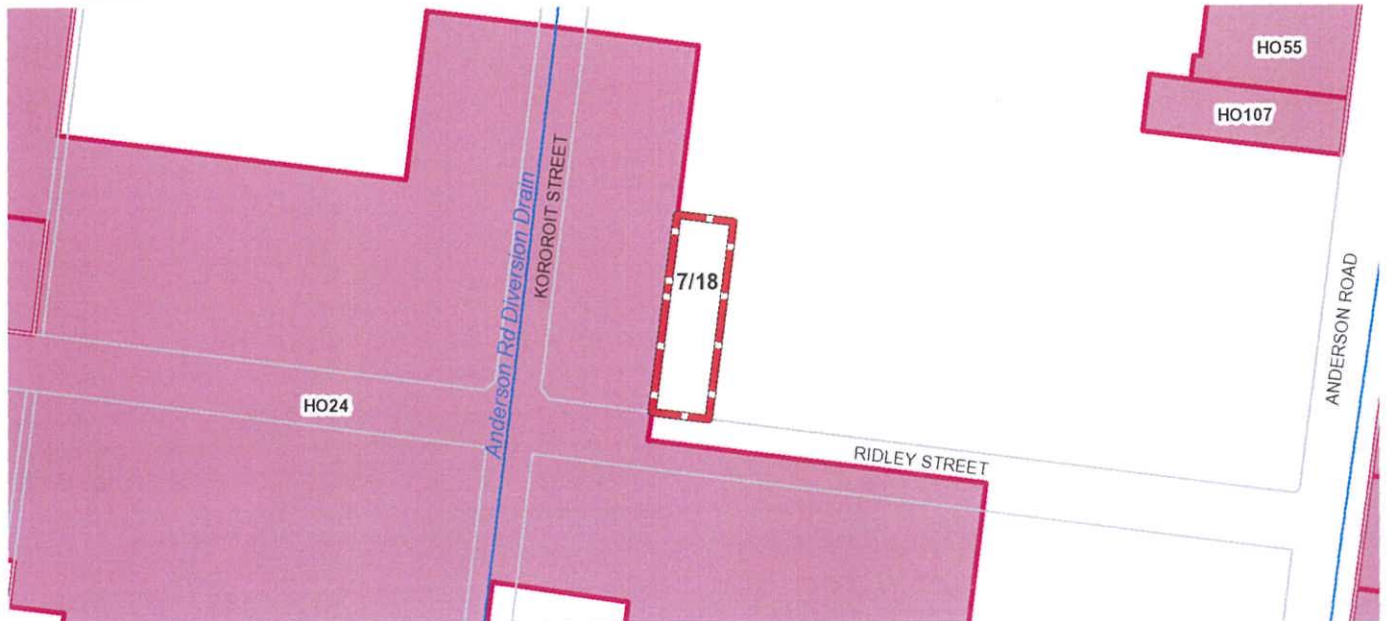
DCPO - Development Contributions Plan — Water course

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage — Water course

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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 Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 23/08/2021 10:54:48 AM

**OWNERS CORPORATION
PLAN NO. PS315134X**

The land in PS315134X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 12.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

113 WHITEHORSE ROAD DEEPDENE VIC 3103

AN612087N 02/03/2017

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	70	70
Lot 2	70	70
Lot 3	70	70
Lot 4	70	70
Lot 5	70	70
Lot 6	70	70



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 23/08/2021 10:54:48 AM

OWNERS CORPORATION
PLAN NO. PS315134X

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	70	70
Lot 8	70	70
Lot 9	70	70
Lot 10	70	70
Lot 11	70	70
Lot 12	70	70
Total	840.00	840.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Owners Corporation Certificate

*Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2007
Subdivision Act 1988*

OC Number	315134
Property	7/18 RIDLEY STREET ALBION
Vendor	Soukvilay Thammalangsy & Trang Quynh Nguyen
Purchaser	
Reference	463
This certificate is issued for lot 7 Plan No. 315134	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **07/09/2021**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are \$1,633.40 per annum for the year.
Commencing 01/07/2021 paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	01/07/2021	01/10/2021	01/01/2022	01/04/2022
Amount	\$369.60	\$369.60	\$408.35	\$408.35
	01/07/2022	01/10/2022		
	\$408.35	\$408.35		

- b) The fees are paid up until 30/09/2021. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.
- d) The following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details
24/09/2021	\$4,000.00	Special Levy - Underpinning Works

- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are-

*The property will soon be Underpinned . All owners have received a special levy for \$4,000 to pay for the Underpinning .
It is unknown if there will be other works or maintenace after the Underpinning has been completed.*

- f) The body corporate has the following insurance cover-

i.	Name of Company	WFI
ii.	Name of Broker	
iii.	Number of Policy	42 RSP 3121873
iv.	Kind of Policy	Residential Strata - Building/Common Property
v.	Buildings covered	All Buildings
vi.	Building Amount	\$2,800,000
vii.	Public Liability Amount	\$20,000,000
viii.	Renewal Date	01/06/2022
ix.	Insurance Period	01/06/2021 - 01/06/2022

- g) Has the Owners Corporation resolved that members may arrange their own insurance under Section 63 of the Act. Where the owners corporation has done so, the date the resolution was made is?

The Owners Corporation has not resolved that owners may arrange their own insurance as at 07/09/2021

- h) The total funds held by the owners corporation as at 07/09/2021-

Administrative Fund	Maintenance Fund	Total
\$758.03	\$3,733.84	\$4,491.87

- i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above?

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies at at 07/09/2021

j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details:

k) Are there any current agreements to provide services to lot owners, occupiers or the public?

There are no agreements to provide services to lot owners, occupiers or the public as at 07/09/2021

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

There are no notices of orders as at 07/09/2021

m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, the provide details:

The manager is not aware of any legal proceedings as at 07/09/2021

n) The Owners Corporation has resolved to appoint Nationwide Body Corporate Pty Ltd, as manager

o) No proposal has been made for the appointment of an administrator

p) Other information:

q) The minutes of the most recent Annual General Meeting of the Owners Corporation **(see attached)**

Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.
- 4.

The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

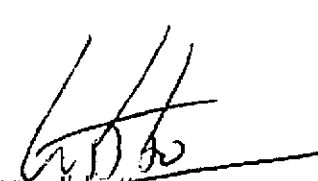
Date of Issue:

07/09/2021

Common Seal of Plan No 315134



Prepared By:


Wayne Ibbott

Ph: 9857 0122 Fax:
wayne@nationwidebc.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Owners Corporations Regulations 2007

SCHEDULE 2

Form 2

Owners Corporations Regulations 2007 Reg. 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation.

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



Office Address: 113 Whitehorse Road
DEEPDENE VIC 3103
Postal Address: PO Box 1107
KEW EAST VIC 3102
Tel: 9857 0122
ABN 69 154 484 965

Nationwide Body Corporate Pty

admin@nationwidebc.com.au

MINUTES ANNUAL GENERAL MEETING

Property:	18 Ridley Street, Albion
Date:	03/08/2021
Time:	5:30pm
Location:	Via Zoom Meeting

Time Meeting Commenced: 5:35pm

Present:

Wayne Ibbott (NBC)
Unit 2 Elena Abran and David Egan
Unit 3 Edna Dennerley
Unit 6 Tracey Sirett
Unit 7 Tung Thammalangsy
Unit 9 Marcus Kassab
Unit 12 Paul Kang

Proxies:

Apologies:

Election of Chairperson:

Wayne Ibbott was elected chairperson for the purposes of the meeting and declared as 6 of 12 lots of the Owners Corporation were represented a quorum exists. Accordingly all decisions made are binding on all members of the Owners Corporation.

Previous Minutes:

The minutes of the last AGM held were read and accepted

Matters Arising:

Elections of Office Bearers:

Tracey Sirett joined the committee.
Committee: Edna Dennerley, Paul Kang, Marcus Kassab and Tracey Sirett
Chairperson: Marcus Kassab
Managers: Nationwide Body Corporate Pty Ltd

Managers Professional Indemnity Insurance Details:

At each AGM the manager is required to confirm that they have Professional Indemnity Insurance.

Nationwide has the following policy -

Insurer:	Chubb Insurance Australia Limited
Policy Number:	MPI0007273
Period:	08/11/20 - 08/11/21
Cover:	\$2,000,000

Strata Building Insurance:

Underwriter/Insurer	WFI
Building Sum Insured:	\$2,800,000
Public Liability:	\$20,000,000
Loss of rent/ Temporary Accommodation:	\$350,000
Last Building Valuation Date:	25/05/2015

Insurance details were discussed and it was agreed to obtain an independent building valuation and change the cover as recommended. When the insurance policy is due for renewal, it was requested for insurance quotes to be obtained with a higher excess, (\$2,000 and \$5,000). The higher excess should reduce the cost of the policy. Quotes will be presented to the committee.

Copies of the Product Disclosure Statement and Financial Services Guide were available at the meeting.

If owners wish to have a copy of the Product Disclosure Statement they should Contact Nationwide Body Corporate who will provide a copy.

***Disclaimer**

Nationwide is an Authorised Representative and receives commission equivalent to 20% of the cost of the Premium

The manager is an authorized representative which allows the manager to provide general and factual advice about insurance only and that the following advice has been issued without consideration of the individual/specific needs and objectives of the owners. Owners are reminded about the following Insurance information:

**The Strata Building Insurance Policy does not cover the contents (eg personal fixtures, carpet, light fittings, drapes or blinds and furnishings).*

** Members who require personal advice about Landlord or Content Insurance may contact our office for assistance with additional Insurance Quotes.*

** Individual Owners must ensure that smoke detectors are installed and maintained within their individual lots and that any additional Fire Equipment is maintained as per the building &/or government regulations.*

** The Owners Corporation must ensure that all existing Common Essential Services are maintained (this includes stairwells and pathways to be clear of trip hazards and obstructions) to provide ready egress in an emergency). Fire Equipment Maintenance is conducted to ensure that the fire hydrants, hose reels and emergency exits are inspected and maintained in accordance with the specific regulations.*

FINANCIALS:

Members resolved to receive and adopt the Financial Statement for year ended 30/06/2021

BUDGET:

Members resolved to adopt the following annual budget for the year which is payable **quarterly** in accordance with lot liability continuing at the same rate until altered by resolution at a general meeting.

Type of Account		This Years Budget
Caretaking/Gardening		\$1,450
Insurance		\$6,500
Management Fee		\$2,880
Surplus Funds		\$1,080
Common Electricity		\$550
Common Water		\$200
Sundries		\$540
Total Admin		\$13,200
Sinking Fund		\$6,400

\$275 per quarter (per unit)

\$133.33 per quarter (per unit)

FEES:

Please note that any unbudgeted expenditure may require a Special Levy. Members noted that lot liability levies will be required to cover the cost of non-recurrent and un-budgeted expenditure and resolved that forthcoming levies are to be approved should they be necessary.

Arrears:

Owners Corporation will charge interest at 10% on any amount payable by a lot owner to the Owners Corporation that is still outstanding 28 days after the due date of payment.

AFTER HOURS/EMERGENCY MAINTENANCE:-

Plumber: Straight Line Plumbing & Gas (Charles 0430 593 462)
Electrician: GMC Electrics (Gareth 0417 050 390)

GENERAL BUSINESS:

Delivery of Fee Notices and Other Correspondence

Each owner has the choice of receiving fee notices and other correspondence via Australia Post or email.

Owners should advise Nationwide of their preferred option.

Underpinning

All owners present agreed to accept the quote from Titian Reblocking and Underpinning (\$48,500).

It is anticipated that the works will commence in 6-8 weeks' time.

A special levy will be struck for \$4,000 per unit. The due date for payment will be prior to commencement.

Plans for Future

Marcus Kassab proposed for owners to meet onsite to discuss future maintenance and upgrades to enhance the value of the property.

Storm Water Grate

Tung advised that he has noticed a storm water grate to be blocked with leaves. The gardener will be requested to remove leaves upon his next visit.

Rubbish Bins

Tung advised that the rubbish bins were often left on the nature strip after the bins have been emptied.

Nationwide will write to all residents advising that they are equally responsible for putting the bins out and bringing them back in.

Reappointment

Nationwide Body Corporate was re appointed as Manager.

CLOSE: There being no further business, Wayne Ibbott thanked those present for their attendance and contribution. Meeting closed at 7:25pm